

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

EDUARDO G. GONZALEZ,)	CASE NO. 1:11 CV 1179
)	
Plaintiff,)	JUDGE SARA LIOI
)	
v.)	
)	
CITIBANK (SOUTH DAKOTA), N.A., et al.)	
)	
)	
Defendants.)	

EQUIFAX, INC.'S ANSWER AND DEFENSES

NOW COMES Defendant Equifax, Inc. and for its response to Plaintiff's First Amended Complaint ("Complaint") states as follows:

ANSWER

In answering the Complaint, Equifax, Inc. states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax, Inc. denies any and all allegations contained in the headings and/or unnumbered paragraphs in the Complaint. In response to the specific allegations in the enumerated paragraphs in the Complaint, Equifax, Inc. responds as follows:

1. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of Plaintiff's Complaint and therefore denies the same.

2. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff's Complaint and therefore denies the same.

3. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Plaintiff's Complaint and therefore denies the same.

4. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint and therefore denies the same.

5. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint and therefore denies the same.

6. Defendant Equifax, Inc. admits the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and therefore denies the same.

8. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of Plaintiff's Complaint and therefore denies the same.

9. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of Plaintiff's Complaint and therefore denies the same.

10. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of Plaintiff's Complaint and therefore denies the same.

11. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of Plaintiff's Complaint and therefore denies the same.

12. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of Plaintiff's Complaint and therefore denies the same.

13. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint and therefore denies the same.

14. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint and therefore denies the same.

15. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint and therefore denies the same.

16. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint and therefore denies the same.

17. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint and therefore denies the same.

18. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of Plaintiff's Complaint and therefore denies the same.

19. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of Plaintiff's Complaint and therefore denies the same.

20. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiff's Complaint and therefore denies the same.

21. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiff's Complaint and therefore denies the same.

22. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Complaint and therefore denies the same.

23. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Complaint and therefore denies the same.

24. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of Plaintiff's Complaint and therefore denies the same.

25. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiff's Complaint and therefore denies the same.

26. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiff's Complaint and therefore denies the same.

27. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of Plaintiff's Complaint and therefore denies the same.

28. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of Plaintiff's Complaint and therefore denies the same.

29. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of Plaintiff's Complaint and therefore denies the same.

30. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of Plaintiff's Complaint and therefore denies the same.

31. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's Complaint and therefore denies the same.

32. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's Complaint and therefore denies the same.

33. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of Plaintiff's Complaint and therefore denies the same.

34. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of Plaintiff's Complaint and therefore denies the same.

35. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of Plaintiff's Complaint and therefore denies the same.

36. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of Plaintiff's Complaint and therefore denies the same.

37. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of Plaintiff's Complaint and therefore denies the same.

38. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of Plaintiff's Complaint and therefore denies the same.

39. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of Plaintiff's Complaint and therefore denies the same.

40. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of Plaintiff's Complaint and therefore denies the same.

41. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of Plaintiff's Complaint and therefore denies the same.

42. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of Plaintiff's Complaint and therefore denies the same.

43. Defendant Equifax, Inc. denies the allegations contained in Paragraph 43 of Plaintiff's Complaint. Equifax, Inc. is not a credit reporting agency.

44. In response to paragraph 44 of Plaintiff's Complaint, Equifax, Inc. states that the provisions of the Fair Credit Reporting Act ("FCRA") speak for themselves.

45. In response to paragraph 45 of Plaintiff's Complaint, Equifax, Inc. states that the provisions of the Fair Credit Reporting Act ("FCRA") speak for themselves.

46. In response to paragraph 46 of Plaintiff's Complaint, Equifax, Inc. states that the provisions of the Fair Credit Reporting Act ("FCRA") speak for themselves.

47. In response to paragraph 47 of Plaintiff's Complaint, Equifax, Inc. states that the provisions of the Fair Credit Reporting Act ("FCRA") speak for themselves.

48. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of Plaintiff's Complaint and therefore denies the same.

49. Defendant Equifax, Inc. denies the allegations contained in Paragraph 49 of Plaintiff's Complaint. Equifax, Inc. is not a credit reporting agency.

50. Defendant Equifax, Inc. denies the allegations contained in Paragraph 50 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. Defendant Equifax, Inc. denies the allegations contained in Paragraph 51 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. In response to Paragraph 52 of Plaintiff's Complaint, Equifax, Inc. restates and incorporates in responses to paragraphs 1 – 51 as though fully set forth herein.

53. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of Plaintiff's Complaint and therefore denies the same.

54. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of Plaintiff's Complaint and therefore denies the same.

55. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of Plaintiff's Complaint and therefore denies the same.

56. In response to Paragraph 56 of Plaintiff's Complaint, Equifax, Inc. restates and incorporates in responses to paragraphs 1 – 55 as though fully set forth herein.

57. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of Plaintiff's Complaint and therefore denies the same.

58. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of Plaintiff's Complaint and therefore denies the same.

59. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59 of Plaintiff's Complaint and therefore denies the same.

60. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of Plaintiff's Complaint and therefore denies the same.

61. In response to Paragraph 61 of Plaintiff's Complaint, Equifax, Inc. restates and incorporates in responses to paragraphs 1 – 60 as though fully set forth herein.

62. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of Plaintiff's Complaint and therefore denies the same.

63. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of Plaintiff's Complaint and therefore denies the same.

64. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64 of Plaintiff's Complaint and therefore denies the same.

65. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of Plaintiff's Complaint and therefore denies the same.

66. In response to Paragraph 66 of Plaintiff's Complaint, Equifax, Inc. restates and incorporates in responses to paragraphs 1 – 65 as though fully set forth herein.

67. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of Plaintiff's Complaint and therefore denies the same.

68. Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 68 of Plaintiff's Complaint and therefore denies the same.

69 (a) - (d). Defendant Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 69 (a) - (d) of Plaintiff's Complaint and therefore denies the same.

70. In response to Paragraph 70 of Plaintiff's Complaint, Equifax, Inc. restates and incorporates in responses to paragraphs 1 – 69 as though fully set forth herein.

71. Defendant Equifax, Inc. denies the allegations contained in Paragraph 71 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 71 of Plaintiff's Complaint.

72. Defendant Equifax, Inc. denies the allegations contained in Paragraph 72 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 72 of Plaintiff's Complaint.

73. Defendant Equifax, Inc. denies the allegations contained in Paragraph 73 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 73 of Plaintiff's Complaint.

74. Defendant Equifax, Inc. denies the allegations contained in Paragraph 74 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 74 of Plaintiff's Complaint.

75. Defendant Equifax, Inc. denies the allegations contained in Paragraph 75 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 75 of Plaintiff's Complaint. Equifax, Inc. denies that Plaintiff is entitled to any of the relief set forth in Paragraph 75 of Plaintiff's Complaint.

76. In response to Paragraph 76 of Plaintiff's Complaint, Equifax, Inc. restates and incorporates in responses to paragraphs 1 – 75 as though fully set forth herein.

77. Defendant Equifax, Inc. denies the allegations contained in Paragraph 77 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 77 of Plaintiff's Complaint.

78. Defendant Equifax, Inc. denies the allegations contained in Paragraph 78 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 78 of Plaintiff's Complaint.

79. Defendant Equifax, Inc. denies the allegations contained in Paragraph 79 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 79 of Plaintiff's Complaint.

80. Defendant Equifax, Inc. denies the allegations contained in Paragraph 80 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 80 of Plaintiff's Complaint.

81. Defendant Equifax, Inc. denies the allegations contained in Paragraph 81 of Plaintiff's Complaint as it pertains to Equifax, Inc. Equifax, Inc. is not a credit reporting agency. Equifax, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 81 of Plaintiff's Complaint. Equifax, Inc. denies that Plaintiff is entitled to any of the relief set forth in Paragraph 81 of Plaintiff's Complaint.

PRAYER FOR RELIEF

Defendant Equifax, Inc. denies that Plaintiff is entitled to any of the relief set forth in his prayer for relief, including each and every subpart.

DEFENSES

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax, Inc. pleads the following defenses to the Complaint:

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim against Equifax, Inc. upon which relief can be granted.

SECOND DEFENSE

This Court lacks personal jurisdiction over Equifax, Inc., because Equifax, Inc. is a Georgia corporation that does not do business in Ohio and has no significant contacts with Ohio.

THIRD DEFENSE

Plaintiff's damages, if any, were not caused by Equifax, Inc., but by another person or entity for whom or for which Equifax, Inc. is not responsible.

FOURTH DEFENSE

Any responsibility for maintaining consumer reports belonged to Equifax Information Services LLC, not Equifax, Inc. Equifax Information Services LLC maintained reasonable procedures to ensure maximum possible accuracy in its consumer reports. To the extent that Plaintiff alleges that Equifax, Inc. violated the FCRA, Equifax, Inc. is entitled to each and every defense and limitation of liability provided by said Act.

FIFTH DEFENSE

Plaintiff's Complaint seeks the imposition of punitive damages. Equifax, Inc. adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

SIXTH DEFENSE

Plaintiff cannot establish the standard of willfulness under the Fair Credit Reporting Act as articulated by the Supreme Court in Safeco Insurance Co. of America v. Burr, 127 S. Ct. 2201 (2007).

SEVENTH DEFENSE

Equifax, Inc. reserves the right to have additional defenses that it learns through the course of discovery.

WHEREFORE, having fully answered Plaintiff's First Amended Complaint, Defendant Equifax, Inc. prays for judgment as follows:

- (1) Plaintiff's First Amended Complaint be dismissed in its entirety and with prejudice, with costs taxed against Plaintiff;
- (2) That Equifax, Inc. be dismissed as a party to this action;
- (3) That Equifax, Inc. recover from Plaintiff its expenses of litigation, including attorneys' fees; and
- (4) That Equifax, Inc. recover such other and additional relief as the Court deems proper.

Respectfully submitted,

/s/Patricia A. Screen

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Counsel for Defendant Equifax, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on June 9, 2011 a copy of the foregoing was filed electronically through the Court's Electronic Filing System. Parties may access this document through the Court's System. Any party not represented by counsel will receive a copy of Equifax, Inc.'s Answer and Defenses through the United States Mail.

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/s/Patricia A. Screen

Patricia A. Screen (0030760)

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